

1 STEPHEN S. SMITH (SBN 166539)  
2 SSmith@GreenbergGlusker.com  
3 WILLIAM M. WALKER (SBN 145559)  
4 WWalker@GreenbergGlusker.com  
5 AARON J. MOSS (SBN 190625)  
6 AMoss@GreenbergGlusker.com  
7 GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590  
Telephone: 310.553.3610  
Fax: 310.553.0687

7 Attorneys for Defendants  
8 StudiVZ Ltd., Holtzbrinck Networks GmbH,  
and Holtzbrinck Ventures GmbH  
9

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN JOSE DIVISION

13  
14 FACEBOOK, INC.,  
15 Plaintiff,  
16 v.  
17 STUDIVZ LTD., HOLTZBRINCK  
18 NETWORKS GmbH,  
HOLTZBRINCK VENTURES  
GmbH, and DOES 1-25,  
19 Defendants.

Case No. 5:08-CV-03468 JF  
Assigned To: Honorable Jeremy Fogel

**HOLTZBRINCK NETWORKS  
GmbH'S SUPPLEMENTAL  
RESPONSES TO FACEBOOK,  
INC.'S FIRST SET OF SPECIAL  
INTERROGATORIES**

Complaint Filed: July 18, 2008

22  
23  
24 PROPOUNDING PARTY: FACEBOOK, INC.  
25 RESPONDING PARTY: HOLTZBRINCK NETWORKS GmbH  
26 SET NUMBER: ONE  
27  
28

## I. GENERAL OBJECTIONS

A. Holtzbrinck Networks GmbH (“Networks”) objects to the Special Interrogatories (“Interrogatories”) on the grounds that Facebook seeks the right to use evidence obtained in this action in the action pending between Facebook and StudiVZ in Germany (the “German Action”). It is improper under established law to use this lawsuit or this Court as vehicles to obtain discovery for use in a foreign case when that evidence is located outside the United States, as it is here. It is also inconsistent with the District Court’s form protective order.

B. Networks objects to the Interrogatories on the grounds that they seek discovery that is not reasonably related to pertinent disputed personal jurisdictional or *forum non conveniens* issues, which is improper given that there are currently pending motions to dismiss all defendants for lack of personal jurisdiction and *forum non conveniens*.

C. Networks objects to the Interrogatories to the extent that they would require violation of the privacy rights of its employees and its customers as embodied in German and European Union law, including but not limited to the German Constitution and the German Federal Data Protection Act (BDSG), the German Telecommunications Act (TKG), the German Tele Services Data Protection Act (TDDSG), the European Community Data Protection Directive 95/46/EC, Data Protection Directive for Electronic Communication 2002/58/EC and the E-Commerce Directive 2000/31/EC.

D. Networks objects to the Interrogatories on the grounds that "HOLTZBRINCK NETWORKS GmbH," "YOU," and "YOUR" is defined as "defendant Verlagsgruppe Georg Von Holtzbrinck GmbH and its directors, officers, parents, subsidiaries, predecessors, successors, assigns, agents, servants,

1 employees, investigators, attorneys, AND ALL other persons and entities  
2 representing it acting on its behalf, OR purporting to act on its behalf, including  
3 without limitation Ehassan Dariani and Dennis Bemman.” Verlagsgruppe Georg  
4 Von Holtzbrinck GmbH has already been dismissed and is no longer a party to this  
5 action. Moreover, the definition is improperly overbroad generally, and is  
6 particularly so given that the discovery purports to relate personal jurisdiction, since  
7 in establishing jurisdiction discovery must be directed only at the party over whom  
8 jurisdiction is being asserted.

9  
10       E. Networks objects to the Interrogatories to the extent they seek  
11 information that is protected from disclosure by the attorney-client privilege, the  
12 attorney work product doctrine, the right of privacy and/or any other applicable  
13 privileges, doctrines, or immunity from disclosure.

14  
15       F. Networks further objects to the Interrogatories to the extent they  
16 attempt or purport to impose obligations on Networks beyond those set forth in the  
17 Federal Rules of Civil Procedure and the Hague Convention of 18 March 1970 on  
18 the Taking of Evidence Abroad in Civil or Commercial Matters (“Hague Evidence  
19 Convention”) as interpreted and enforced under German law. All definitions and  
20 instructions will be treated as having no force or effect to the extent they purport to  
21 impose obligations on Networks beyond those set forth in the Federal Rules of  
22 Civil Procedure and the Hague Evidence Convention as interpreted and enforced  
23 under German law.

24  
25 **SPECIAL INTERROGATORY NO. 1:**

26              Describe in detail AND IDENTIFY ALL contacts AND  
27 COMMUNICATIONS YOU have had with PERSONS (including without  
28 limitation, USERS OF STUDIVZ AND USERS OF FACEBOOK) currently OR

1 formerly residing OR domiciled in California. In doing so, IDENTIFY the  
2 PERSONS contacted, the location AND time where any such contact OR event  
3 occurred, AND the subject matter of the contact OR COMMUNICATION.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

5 Networks hereby incorporates by reference the general objections set forth  
6 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
9 over Networks, or it must identify material jurisdictional issues that are in dispute.  
10 Facebook has done neither. Networks further objects to this interrogatory on the  
11 grounds that the definition of "YOU" is grossly overbroad. Networks further  
12 objects to this interrogatory on the grounds that the definition of "YOU" includes  
13 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
14 and is no longer a party to this action. Networks further objects to this  
15 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
16 be unduly burdensome and harassing. Networks further objects to this  
17 interrogatory on the grounds that it is compound. Networks further objects to this  
18 interrogatory on the grounds that it seeks information that is not relevant nor  
19 reasonably calculated to lead to the discovery of admissible evidence. Networks  
20 further objects to this interrogatory on the grounds that it is not limited to contacts  
21 or communications that occurred within the authorized course and scope of  
22 Networks' business.

23 Notwithstanding the foregoing objections, and pursuant to agreements  
24 reached during the parties' "meet and confer," Networks responds as follows:

25 Networks was not a party to any negotiated contracts with a known  
26 California resident or that contained an express California choice of law clause as  
27 of July 18, 2008. Also, as of July 18, 2008, Networks did not have any accounts  
28 receivable that were owed by a known California resident.

1           Also, as of July 18, 2008, Networks did not have any accounts payable that  
2        were owed to a known California resident.

3

4       **SPECIAL INTERROGATORY NO. 2:**

5           Describe in detail AND IDENTIFY ALL contacts AND  
6        COMMUNICATIONS YOU have had with businesses (including without  
7        limitation, Internet search engines providers such as Google Inc. AND Yahoo!Inc.,  
8        server providers, advertising agencies, advertisers, Internet service providers,  
9        computer equipment providers, YOUR licensors AND licensees) currently OR  
10      formerly located, licensed, based, OR incorporated in California. In doing so,  
11      IDENTIFY the PERSONS contacted, the location AND time where any such  
12      contact OR event occurred, AND the subject matter of the contact OR  
13      COMMUNICATION.

14       **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

15           Networks hereby incorporates by reference the general objections set forth  
16        above. Networks further objects to this interrogatory on the grounds that a plaintiff  
17        is not entitled to take discovery on personal jurisdiction as a matter of right. In  
18        order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
19        over Networks, or it must identify material jurisdictional issues that are in dispute.  
20        Facebook has done neither. Networks further objects to this interrogatory on the  
21        grounds that the definition of "YOU" is grossly overbroad. Networks further  
22        objects to this interrogatory on the grounds that the definition of "YOU" includes  
23        Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
24        and is no longer a party to this action. Networks further objects to this  
25        interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
26        be unduly burdensome and harassing. Networks further objects to this  
27        interrogatory on the grounds that it is compound. Networks further objects to this  
28        interrogatory on the grounds that it seeks information that is not relevant nor

1 reasonably calculated to lead to the discovery of admissible evidence. Networks  
2 further objects to this interrogatory on the grounds that it is not limited to contacts  
3 or communications that occurred within the authorized course and scope of  
4 Networks' business.

5 Notwithstanding the foregoing objections, and pursuant to agreements  
6 reached during the parties' "meet and confer," Networks responds as follows:

7 Networks was not a party to any negotiated contracts with a known  
8 California resident or that contained an express California choice of law clause as  
9 of July 18, 2008. Also, as of July 18, 2008, Networks did not have any accounts  
10 receivable that were owed by a known California resident.

11 Also, as of July 18, 2008, Networks did not have any accounts payable that  
12 were owed to a known California resident.

13

14 **SPECIAL INTERROGATORY NO. 3:**

15 Describe in detail AND IDENTIFY ALL contacts AND  
16 COMMUNICATIONS YOU have had with universities AND colleges located in  
17 California, including without limitation, letters, emails, advertising materials,  
18 business solicitations, business contacts, telephonic conversations, facsimile  
19 transmissions. In doing so, IDENTIFY the PERSONS contacted, the location AND  
20 time where any such contact OR event occurred, AND the subject matter of the  
21 contact OR COMMUNICATION.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

23 Networks hereby incorporates by reference the general objections set forth  
24 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
25 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
26 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
27 over Networks, or it must identify material jurisdictional issues that are in dispute.  
28 Facebook has done neither. Networks further objects to this interrogatory on the

1 grounds that the definition of "YOU" is grossly overbroad. Networks further  
2 objects to this interrogatory on the grounds that the definition of "YOU" includes  
3 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
4 and is no longer a party to this action. Networks further objects to this  
5 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
6 be unduly burdensome and harassing. Networks further objects to this  
7 interrogatory on the grounds that it is compound. Networks further objects to this  
8 interrogatory on the grounds that it seeks information that is not relevant nor  
9 reasonably calculated to lead to the discovery of admissible evidence. Networks  
10 further objects to this interrogatory on the grounds that it is not limited to contacts  
11 or communications that occurred within the authorized course and scope of  
12 Networks' business.

13 Notwithstanding the foregoing objections, and pursuant to agreements  
14 reached during the parties' "meet and confer," Networks responds as follows:

15 Networks has never directed any advertising or marketing materials  
16 specifically to students, colleges or universities located in California.

17

18 **SPECIAL INTERROGATORY NO. 4:**

19 Describe in detail AND IDENTIFY ALL of YOUR trips to California. In  
20 doing so, IDENTIFY the PERSONS contacted, the location AND time where any  
21 such contact OR event occurred, AND the subject matter of the contact OR  
22 COMMUNICATION.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

24 Networks hereby incorporates by reference the general objections set forth  
25 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
26 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
27 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
28 over Networks, or it must identify material jurisdictional issues that are in dispute.

1 Facebook has done neither. Networks further objects to this interrogatory on the  
2 grounds that the definition of "YOUR" is grossly overbroad. Networks further  
3 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
4 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
5 and is no longer a party to this action. Networks further objects to this  
6 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
7 be unduly burdensome and harassing. Networks further objects to this  
8 interrogatory on the grounds that it is compound. Networks further objects to this  
9 interrogatory on the grounds that it seeks information that is not relevant nor  
10 reasonably calculated to lead to the discovery of admissible evidence. Networks  
11 further objects to this interrogatory on the grounds that it is not limited to trips,  
12 contacts or communications that occurred within the authorized course and scope of  
13 Networks' business.

14 Notwithstanding the foregoing objections, and pursuant to agreements  
15 reached during the parties' "meet and confer," Networks responds as follows:

16 From March 16-19, 2008, Mr. Martin Weber and Mr. Konstantin  
17 Urban made a trip to California in connection with the negotiations by Facebook to,  
18 buy StudiVZ.

19

20 **SPECIAL INTERROGATORY NO. 5:**

21 IDENTIFY, on a monthly basis, how many USERS OF STUDIVZ have been  
22 registered at the www.studivz.net website, the www.meinvz.net website, the  
23 www.studiqg.fr website, the www.studiln.it website, the www.estudiln.net website,  
24 the www.studentix.pl website AND the www.schuelervz.net website since October  
25 2005, AND how many of those USERS OF STUDIVZ are residents of, OR  
26 PERSONS domiciled in, California.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

28 Networks hereby incorporates by reference the general objections set forth

1 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
2 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
3 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
4 over Networks, or it must identify material jurisdictional issues that are in dispute.  
5 Facebook has done neither. Networks further objects to the interrogatory on the  
6 grounds that "STUDIVZ" is undefined. Networks further objects to this  
7 interrogatory on the grounds that it is overbroad as to time. Networks further  
8 objects to this interrogatory on the grounds that it does not operate the websites.  
9

10 **SPECIAL INTERROGATORY NO. 6:**

11 IDENTIFY the number AND amount of accounts receivable owed YOU by  
12 PERSONS that, OR who are, California residents OR PERSONS domiciled in  
13 California. In doing so, IDENTIFY the goods AND services for which the  
14 individual accounts receivable are owed.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

16 Networks hereby incorporates by reference the general objections set forth  
17 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
18 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
19 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
20 over Networks, or it must identify material jurisdictional issues that are in dispute.  
21 Facebook has done neither. Networks further objects to this interrogatory on the  
22 grounds that the definition of "YOU" is grossly overbroad. Networks further  
23 objects to this interrogatory on the grounds that the definition of "YOU" includes  
24 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
25 and is no longer a party to this action. Networks further objects to this  
26 interrogatory on the grounds that it is compound.

27 Notwithstanding the foregoing objections, and pursuant to agreements  
28 reached during the parties' "meet and confer," Networks responds as follows:

1           As of July 18, 2008, Networks did not have any accounts receivable that  
2 were owed by a known California resident.

3

4 **SPECIAL INTERROGATORY NO. 7:**

5           IDENTIFY ALL instances in which YOU have been in California, including  
6 without limitation, business trips OR recreational trips; living, residing OR  
7 domiciling in California; AND flying OR driving to OR through California. In  
8 doing so, IDENTIFY the dates of ALL occurrences AND the length of the stay in  
9 California.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

11           Networks hereby incorporates by reference the general objections set forth  
12 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
13 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
14 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
15 over Networks, or it must identify material jurisdictional issues that are in dispute.  
16 Facebook has done neither. Networks further objects to this interrogatory on the  
17 grounds that the definition of "YOU" is grossly overbroad. Networks further  
18 objects to this interrogatory on the grounds that the definition of "YOU" includes  
19 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
20 and is no longer a party to this action. Networks further objects to this  
21 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
22 be unduly burdensome and harassing. Networks further objects to this  
23 interrogatory on the grounds that it is compound. Networks further objects to this  
24 interrogatory on the grounds that it seeks information that is not relevant nor  
25 reasonably calculated to lead to the discovery of admissible evidence. Networks  
26 further objects to this interrogatory on the grounds that it is not limited to instances  
27 that occurred within the authorized course and scope of Networks' business.

28           Notwithstanding the foregoing objections, and pursuant to agreements

1 reached during the parties' "meet and confer," Networks responds as follows:

2 From March 16-19, 2008, Mr. Martin Weber and Mr. Konstantin  
3 Urban made a trip to California in connection with the negotiations by Facebook to  
4 buy StudiVZ.

5

6 **SPECIAL INTERROGATORY NO. 8:**

7 IDENTIFY ALL of YOUR current AND former personal OR real property  
8 currently OR previously located in California.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

10 Networks hereby incorporates by reference the general objections set forth  
11 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
12 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
13 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
14 over Networks, or it must identify material jurisdictional issues that are in dispute.  
15 Facebook has done neither. Networks further objects to this interrogatory on the  
16 grounds that the definition of "YOUR" is grossly overbroad. Networks further  
17 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
18 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
19 and is no longer a party to this action. Networks further objects to this  
20 interrogatory on the grounds that it seeks information that is not relevant nor  
21 reasonably calculated to lead to the discovery of admissible evidence.

22 Notwithstanding the foregoing objections, and pursuant to agreements  
23 reached during the parties' "meet and confer," Networks responds as follows:

24 As of July 18, 2008, Networks owned no real or personal property located in  
25 California.

26

27 **SPECIAL INTERROGATORY NO. 9:**

28 IDENTIFY ALL contracts AND agreements involving YOU in which

1 California law governs AND/OR in which the parties to the contract OR agreement  
2 agreed as to the jurisdiction of California state courts AND/OR United States  
3 federal courts located in California.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

5 Networks hereby incorporates by reference the general objections set forth  
6 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
9 over Networks, or it must identify material jurisdictional issues that are in dispute.  
10 Facebook has done neither. Networks further objects to this interrogatory on the  
11 grounds that the definition of "YOU" is grossly overbroad. Networks further  
12 objects to this interrogatory on the grounds that the definition of "YOU" includes  
13 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
14 and is no longer a party to this action. Networks further objects to this  
15 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
16 be unduly burdensome and harassing. Networks further objects to this  
17 interrogatory on the grounds that it seeks information that is not relevant nor  
18 reasonably calculated to lead to the discovery of admissible evidence.

19 Notwithstanding the foregoing objections, and pursuant to agreements  
20 reached during the parties' "meet and confer," Networks responds as follows:

21 Networks was not a party to any negotiated contracts with a known  
22 California resident or that contained an express California choice of law clause as  
23 of July 18, 2008.

24  
25 **SPECIAL INTERROGATORY NO. 10:**

26 IDENTIFY occurrences when YOU AND/OR ANY PERSON on YOUR  
27 behalf, including without limitation, Ehssan Dariani and Dennis Bemman, accessed  
28 the website, [www.facebook.com](http://www.facebook.com) OR [www.thefacebook.com](http://www.thefacebook.com), AND the purposes of

1 each access, including without limitation, ANY COMMUNICATIONS that  
2 RELATE TO ANY of the occurrences AND IDENTIFY the USER OF  
3 FACEBOOK OR registrant accounts OR email addresses used to access the  
4 facebook.com website.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

6 Networks hereby incorporates by reference the general objections set forth  
7 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
8 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
9 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
10 over Networks, or it must identify material jurisdictional issues that are in dispute.  
11 Facebook has done neither. Networks further objects to this interrogatory on the  
12 grounds that the definition of "YOU" is grossly overbroad. Networks further  
13 objects to this interrogatory on the grounds that the definition of "YOU" includes  
14 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
15 and is no longer a party to this action. Networks further objects to this  
16 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
17 be unduly burdensome and harassing. Networks further objects to this  
18 interrogatory on the grounds that it seeks information that is not relevant nor  
19 reasonably calculated to lead to the discovery of admissible evidence. Networks  
20 further objects to this interrogatory on the grounds that it is not limited to access  
21 that occurred within the authorized course and scope of Networks' business.

22  
23 **SPECIAL INTERROGATORY NO. 11:**

24 IDENTIFY ALL of YOUR licenses OR registrations regarding the ability to  
25 do business in California.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

27 Networks hereby incorporates by reference the general objections set forth  
28 above. Networks further objects to this interrogatory on the grounds that a plaintiff

1 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
2 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
3 over Networks, or it must identify material jurisdictional issues that are in dispute.  
4 Facebook has done neither. Networks further objects to this interrogatory on the  
5 grounds that the definition of "YOUR" is grossly overbroad. Networks further  
6 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
7 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
8 and is no longer a party to this action.

9 Notwithstanding the foregoing objections, and pursuant to agreements  
10 reached during the parties' "meet and confer," Networks responds as follows:

11 As of July 18, 2008, Networks did not have any license or registration to do  
12 business in California.

13

14 **SPECIAL INTERROGATORY NO. 12:**

15 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its  
16 servers, facilities, officers, OR personnel were located in California.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

18 Networks hereby incorporates by reference the general objections set forth  
19 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
20 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
21 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
22 over Networks, or it must identify material jurisdictional issues that are in dispute.  
23 Facebook has done neither. Networks further objects to this interrogatory on the  
24 grounds that the definition of "YOU" is grossly overbroad. Networks further  
25 objects to this interrogatory on the grounds that the definition of "YOU" includes  
26 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
27 and is no longer a party to this action.

28 Notwithstanding the foregoing objections, and pursuant to agreements

1 reached during the parties' "meet and confer," Networks responds as follows:

2 Networks knew by some time in 2007 that Facebook was located in  
3 California.

4

5 **SPECIAL INTERROGATORY NO. 13:**

6 IDENTIFY the services provided through the www.studivz.net website, the  
7 www.meinvz.net website, the www.studiqg.fr website, the www.studiln.it website,  
8 the www.estudiln.net website, the www.studentix.pl website AND the  
9 www.schuelervz.net website to USERS OF STUDIVZ, including without  
10 limitation, how the services are provided.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

12 Networks hereby incorporates by reference the general objections set forth  
13 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
14 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
15 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
16 over Networks, or it must identify material jurisdictional issues that are in dispute.  
17 Facebook has done neither. Networks further objects to this interrogatory on the  
18 grounds that it is so overbroad as to be unduly burdensome and harassing.  
19 Networks further objects to this interrogatory on the grounds that it seeks  
20 information that is not relevant nor reasonably calculated to lead to the discovery of  
21 admissible evidence. Networks further objects to this interrogatory on the grounds  
22 that it does not operate the websites.

23

24 **SPECIAL INTERROGATORY NO. 14:**

25 IDENTIFY ALL USERS OF FACEBOOK employed by OR formerly  
26 employed by YOU, including without limitation, any PERSONS who are OR were  
27 full-time or part-time employees, independent contractors or agents of YOU, AND  
28 their respective email addresses.

1           **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

2           Networks hereby incorporates by reference the general objections set forth  
3           above. Networks further objects to this interrogatory on the grounds that a plaintiff  
4           is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5           order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6           over Networks, or it must identify material jurisdictional issues that are in dispute.  
7           Facebook has done neither. Networks further objects to this interrogatory on the  
8           grounds that the definition of "YOU" is grossly overbroad. Networks further  
9           objects to this interrogatory on the grounds that the definition of "YOU" includes  
10           Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
11           and is no longer a party to this action. Networks further objects to this  
12           interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
13           be unduly burdensome and harassing. Networks further objects to this  
14           interrogatory on the grounds that it seeks information that is not relevant nor  
15           reasonably calculated to lead to the discovery of admissible evidence. Networks  
16           further objects to this interrogatory on the grounds that it infringes on the privacy  
17           rights of the users.

18

19           **SPECIAL INTERROGATORY NO. 15:**

20           IDENTIFY ALL PERSONS responsible in any manner for the design,  
21           programming and maintenance of the [www.studivz.net](http://www.studivz.net) website, including without  
22           limitation the location of the PERSON, job descriptions, authorities, dates in these  
23           positions, duties, AND responsibilities.

24           **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

25           Networks hereby incorporates by reference the general objections set forth  
26           above. Networks further objects to this interrogatory on the grounds that a plaintiff  
27           is not entitled to take discovery on personal jurisdiction as a matter of right. In  
28           order to do so, Facebook must either make a *prima facie* showing of jurisdiction

1 over Networks, or it must identify material jurisdictional issues that are in dispute.  
2 Facebook has done neither. Networks further objects to this interrogatory on the  
3 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
4 burdensome and harassing. Networks further objects to this interrogatory on the  
5 grounds that it seeks information that is not relevant nor reasonably calculated to  
6 lead to the discovery of admissible evidence. Networks further objects to this  
7 interrogatory on the grounds that it does not design, program, maintain or operate  
8 the websites.

9

10 **SPECIAL INTERROGATORY NO. 16:**

11 IDENTIFY ALL PERSONS responsible in any manner for the design,  
12 programming and maintenance of the www.studivz.net website, the  
13 www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website,  
14 the www.estudiln.net website, the www.studentix.pl website AND the  
15 www.schuelervz.net website, including without limitation, the location of the  
16 PERSON, job descriptions, authorities, dates in these positions, duties, AND  
17 responsibilities.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

19 Networks hereby incorporates by reference the general objections set forth  
20 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
23 over Networks, or it must identify material jurisdictional issues that are in dispute.  
24 Facebook has done neither. Networks further objects to this interrogatory on the  
25 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
26 burdensome and harassing. Networks further objects to this interrogatory on the  
27 grounds that it seeks information that is not relevant nor reasonably calculated to  
28 lead to the discovery of admissible evidence. Networks further objects to this

1 interrogatory on the grounds that it does not design, program, maintain or operate  
2 the websites.

3

4 **SPECIAL INTERROGATORY NO. 17:**

5 IDENTIFY current AND former directors, officers, employees, AND agents  
6 of STUDIVZ, including without limitation, dates in these positions, duties, job  
7 descriptions, authorities, AND responsibilities.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

9 Networks hereby incorporates by reference the general objections set forth  
10 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
11 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
12 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
13 over Networks, or it must identify material jurisdictional issues that are in dispute.  
14 Facebook has done neither. Networks further objects to this interrogatory on the  
15 grounds that the term "STUDIVZ" is undefined. Networks further objects to this  
16 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
17 be unduly burdensome and harassing. Networks further objects to this  
18 interrogatory on the grounds that it seeks information that is not relevant nor  
19 reasonably calculated to lead to the discovery of admissible evidence.

20 Notwithstanding the foregoing objections, and pursuant to agreements  
21 reached during the parties' "meet and confer," Networks responds as follows:

22 The current directors of StudiVZ are as follows: the Managing Directors are  
23 Clemens Riedl, Michael Brehm and Dennis Bemann, and the Non-Executive  
24 Directors are Konstantin Urban, Michael Weber and Claas van Delden.

25

26 **SPECIAL INTERROGATORY NO. 18:**

27 IDENTIFY ALL of YOUR advertising, promotions, AND marketing  
28 activities directed, at least in part, at California residents.

1           **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

2           Networks hereby incorporates by reference the general objections set forth  
3 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over Networks, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. Networks further objects to this interrogatory on the  
8 grounds that the definition of "YOUR" is grossly overbroad. Networks further  
9 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
11 and is no longer a party to this action. Networks further objects to this  
12 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
13 be unduly burdensome and harassing. Networks further objects to this  
14 interrogatory on the grounds that it seeks information that is not relevant nor  
15 reasonably calculated to lead to the discovery of admissible evidence. Networks  
16 further objects to this interrogatory on the grounds that it is not limited to activities  
17 that occurred within the authorized course and scope of Networks' business.

18           Notwithstanding the foregoing objections, and pursuant to agreements  
19 reached during the parties' "meet and confer," Networks responds as follows:

20           Networks has never directed any advertisements or other marketing materials  
21 specifically to students, colleges or universities located in California or other people  
22 who reside in California.

23  
24           **SPECIAL INTERROGATORY NO. 19:**

25           IDENTIFY ALL of YOUR business relationships with, OR financial  
26 interests in, businesses currently OR formerly incorporated, licensed, located,  
27 based, OR with facilities OR offices located in California, including without  
28 limitation, the nature of each relationship, the IDENTIFY of each business, AND.

1 whether each business is incorporated, licensed, located, based OR has facilities OR  
2 offices located in California.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

4 Networks hereby incorporates by reference the general objections set forth  
5 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
6 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
7 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
8 over Networks, or it must identify material jurisdictional issues that are in dispute.  
9 Facebook has done neither. Networks further objects to this interrogatory on the  
10 grounds that the definition of "YOUR" is grossly overbroad. Networks further  
11 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
12 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
13 and is no longer a party to this action. Networks further objects to this  
14 interrogatory on the grounds that it is vague and ambiguous as to the term "business  
15 relationships." Networks further objects to this interrogatory on the grounds that it  
16 is unlimited as to time, and is so overbroad as to be unduly burdensome and  
17 harassing. Networks further objects to this interrogatory on the grounds that it  
18 seeks information that is not relevant nor reasonably calculated to lead to the  
19 discovery of admissible evidence. Networks further objects to this interrogatory on  
20 the grounds that it is not limited to activities that occurred within the authorized  
21 course and scope of Networks' business.

22  
23 **SPECIAL INTERROGATORY NO. 20:**

24 IDENTIFY ALL reasons why defending this lawsuit in California would  
25 burden YOU.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

27 Networks hereby incorporates by reference the general objections set forth  
28 above. Networks further objects to this interrogatory on the grounds that a plaintiff

1 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
2 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
3 over Networks, or it must identify material jurisdictional issues that are in dispute.  
4 Facebook has done neither. Networks further objects to this interrogatory on the  
5 grounds that the definition of "YOU" is grossly overbroad. Networks further  
6 objects to this interrogatory on the grounds that the definition of "YOU" includes  
7 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
8 and is no longer a party to this action.

9 Notwithstanding the foregoing objections, and pursuant to agreements  
10 reached during the parties' "meet and confer," Networks responds as follows:

11 Networks is a limited liability company (Gesellschaft mit beschränkter  
12 Haftung (GmbH)) organized under German law. It functions as a "holding  
13 company," whose corporate purpose is to administer its assets (principally holdings  
14 in media-related companies) for financial purposes.

15 Networks owns an 85% equity interest in defendant StudiVZ. Networks first  
16 became an equity holder of StudiVZ in October 2007. Networks is not qualified to  
17 do business in California. It does not have any officers, directors, employees or  
18 independent contractors based in California. It does not have a California agent for  
19 service of process. It does not direct any advertising toward California residents.

20 Networks has offices in Germany, but no offices or facilities in California,  
21 nor does it have any telephone or facsimile listings or mailing addresses in  
22 California.

23 Networks does not maintain any books or records in California. It has no  
24 bank accounts or tangible personal or real property in California. It has no sales in  
25 California, has had no California income and has not paid any California income  
26 tax.

27  
28

1       None of Networks' officers, directors or employees reside or are domiciled in  
2 California. No meetings of Networks' management boards or equity holders have  
3 been held in California.

4       While Networks and Holtzbrinck Ventures GmbH ("Ventures") monitor  
5 StudiVZ's financial performance (as they would any investment), they do not  
6 exercise any type of day-to-day control over StudiVZ – either operational control or  
7 control over strategic decisions. The two managing directors of Networks and  
8 Ventures, Konstantin Urban and Martin Weber, are also company directors of  
9 StudiVZ. However, they merely function in a supervisory capacity, not as officers  
10 who are responsible for the day-to-day activities of StudiVZ.

11      StudiVZ has its own management team, offices and bank accounts, and is  
12 separately (and sufficiently) capitalized on its own and apart from Ventures and  
13 Networks. StudiVZ also does not act as a general agent of either Networks or  
14 Ventures. Networks and Ventures simply hold shares in StudiVZ as an investment.  
15 StudiVZ is only one of many media-related assets held as an investment by  
16 Networks and Ventures.

17      All of Ventures' and Networks' employees, officers and directors reside in  
18 Germany and speak German (or, in a few cases, another European language other  
19 than English) as their native language, and all speak German as their every-day  
20 language. Ventures and Networks perform their business almost exclusively in the  
21 German language. As a result, almost all of Ventures' and Networks' business  
22 documents are located in Germany and are written in the German language (and  
23 would have to be translated, at huge expense).

24      Further, this action arises out of the alleged actions of StudiVZ. StudiVZ's  
25 operations are located in Germany, and its single office and headquarters are in  
26 Berlin, Germany. The first of the StudiVZ websites, studivz.net, was formed in  
27 Berlin, Germany in 2005 by two young German citizens. Its target group was, and  
28 remains, university students in Germany, Austria and Switzerland. StudiVZ has

1 never at any time engaged in any type of marketing or advertising in, or that is  
2 directed to, the United States or other English speaking countries in general or to  
3 California in particular. None of StudiVZ's websites target either users in the  
4 United States in general or California in particular. None of the StudiVZ-branded  
5 websites is available in English. StudiVZ has also formed, in Germany, the social  
6 networking site "SchuelerVZ." This site, at schuelervz.net, targets pupils and  
7 teenagers before they begin attending a university, and focuses solely on Germany.  
8 SchuelerVZ has also never engaged in any marketing or advertising in, or that is  
9 directed to, either the United States in general or California in particular.  
10 SchuelerVZ is also not available in English.

11 In 2008, StudiVZ launched its third social networking site, MeinVZ, at  
12 meinvz.net. MeinVZ is a social networking site for adults, including those who  
13 have graduated from a university. MeinVZ has also never engaged in  
14 any marketing or advertising in, or that is directed to, either the United States in  
15 general or California in particular. All but one of MeinVZ's sites are in non-  
16 English languages. The one English language site was launched in February 2008  
17 and represents less than 1% of MeinVZ's total user traffic. That site was created in  
18 order to provide a platform for users who speak *different, non-English* languages to  
19 network with each other using a secondary language that is commonly understood  
20 between them. Because English is the most commonly understood, non-native  
21 language in continental Europe, it serves as a "lingua franca" for people of diverse  
22 speech. The English-language site was not created to attract native English  
23 speakers, let alone Americans or Californians. The English used is British English,  
24 not American English, and the consultant who was hired to translate MeinVZ's  
25 German site into English is a British citizen living in Berlin.

26 Like most other internet sites on the "World Wide Web," the StudiVZ  
27 Websites may be accessed by California residents, just as they may be accessed by  
28 residents of Iceland, New Zealand or Japan. But the sites are not directed at or

1 communicated predominantly in German. German is their native language and all  
2 of the written documents related to this action are in German.

3 Facebook has known since June 2006 that German law recognizes and  
4 provides remedies for its claims. Facebook's German counsel researched the law  
5 applicable to Facebook's claims and then, on June 8, 2006, sent a demand letter in  
6 German asserting claims exclusively under German law to StudiVZ in Germany.  
7 Then, again, on January 3, 2007, Facebook's German lawyers sent another demand  
8 letter in German to StudiVZ in Germany, again raising claims exclusively under  
9 German law.

10 Because those letters threatened litigation, including injunctive relief,  
11 StudiVZ filed "Schutzschriften" (precautionary defense/opposition briefs, evidence  
12 and offers of proof) in the district courts of Berlin and Hamburg on June 21, 2006  
13 in response to Facebook's June 8, 2006 demand letter, and on January 12, 2007 in  
14 the district courts of Berlin, Hamburg and Stuttgart in response to Facebook's  
15 January 3, 2007 demand letter. The "Schutzschriften" are essentially oppositions to  
16 potential/anticipated complaints and motions seeking injunctive relief, and include  
17 evidence, and offers of additional proof such as the testimony of specific witnesses.  
18 The Schutzschriften are only "triggered", however, if the plaintiff actually initiates  
19 actions in German court seeking such relief. Although Facebook did not initiate  
20 any such actions at the time, the Schutzschriften/oppositions to the motions that  
21 Facebook threatened to file were formally filed in court in Germany long ago.

22 The claims raised by Facebook's German lawyers in the June 8, 2006 and  
23 January 3, 2007 demand letters were raised pursuant to German law, but were based  
24 on the same facts that Facebook now alleges give rise to the claims raised in the  
25 instant lawsuit – that StudiVZ committed wrongs by copying the look and feel of  
26 Facebook's website.

27 After Ventures and Networks became equity holders in StudiVZ in August  
28 2006 and October 2007, Facebook sought to negotiate to purchase Ventures' and

1 Networks' ownership interests in StudiVZ. Those negotiations took place in the  
2 Spring of 2008.

3 Just after the Spring 2008 negotiations broke down, on July 9, 2008,  
4 Facebook wrote a demand letter to Networks and Ventures, threatening to sue based  
5 on the exact same types of claims that Facebook had raised in *Germany* in June  
6 2006 and January 2007.

7 Because Germany is clearly the more appropriate forum for the resolutions of  
8 such disputes, on July 18, 2008, StudiVZ filed a declaratory relief action against  
9 Facebook in Stuttgart, Germany (the "Stuttgart Action"). In the Stuttgart Action,  
10 StudiVZ seeks a declaratory judgment that it has not engaged in the wrongful  
11 conduct alleged by Facebook in its three prior demand letters. On that same day,  
12 Facebook filed the present action, alleging the same claims that it asserted in June  
13 2006, January 2007 and July 2008.

14 Germany is the principal if not exclusive location of the acts alleged by  
15 Facebook in its complaint. The conduct allegedly engaged in by StudiVZ is  
16 alleged to have taken place in Germany and Europe. Facebook affirmatively  
17 alleges that the harm it has supposedly suffered has been suffered in Germany and  
18 other parts of Europe. All of the people who could have possibly engaged in the  
19 conduct alleged by Facebook are located in Germany. Those witnesses speak  
20 German as their native language. Most would require translators to testify in a  
21 United States legal proceeding. Nearly all of the documents related to the claims  
22 alleged by Facebook are located in Germany. The vast majority of those  
23 documents are written in the German language, thus requiring huge translation  
24 costs to be used in a United States legal proceeding.

25 Facebook has appeared in the Stuttgart Action. The first trial hearing in the  
26 German Action took place on December 16, 2008.

27 At the same time that Facebook filed its response in the Stuttgart Action it  
28 also initiated its own, affirmative action against StudiVZ in Cologne, Germany (the

1       “Cologne Action”). The complaint in the Cologne Action includes within it all of  
2       the facts alleged in this U.S. action, plus additional facts related to Facebook’s  
3       claims. Although the law cited is different than in this action (i.e., German law  
4       instead of U.S. law), the acts and injuries complained of are the same.

5              The Cologne action was expressly incorporated into Facebook’s response in  
6       the Stuttgart action. Thus, there are now pending in Germany two separate actions  
7       that encompass within them everything that is alleged in the instant action, plus  
8       additional alleged facts and injuries. The German courts are fully empowered to  
9       decide the issues alleged in those two German actions under German law and  
10       United States and California law. Given that 99% of the conduct alleged and harm  
11       allegedly suffered took place in Germany, that all of the alleged bad actors are  
12       residents of Germany, that all of the documents in the allegedly bad actor’s  
13       possessions are located in Germany and are written in German, it makes much more  
14       sense and would be much more convenient for everyone involved to have all issues  
15       in dispute litigated in Germany than in California or the United States.

16              It is also the case that personal jurisdiction cannot be maintained over  
17       StudiVZ (and the other defendants) in the United States, whereas there is no dispute  
18       that all parties are subject to personal jurisdiction in Germany.

19              Finally, the parties should not be forced to litigate the exact same dispute and  
20       issues in two different, parallel proceedings at the same time. It is terribly  
21       inefficient and expensive, wastes judicial resources and leads to the distinct  
22       possibility of conflicting orders, judgments, etc. Networks must retain two sets of  
23       lawyers -- one in the United States and one in Germany. It must pay for the  
24       translation of all its documents, either by literally translating them or by spending a  
25       tremendous amount of billable time explaining what each document means to its  
26       American, non-German-speaking counsel. The depositions of the defense  
27       witnesses will all take place in Germany, necessitating huge amounts of travel  
28       expenses and travel time billed by the lawyers. The depositions will take longer

1 than would otherwise be necessary because of the need for interpreters whenever  
2 the witness is unable to testify in English, which will be the case to varying degrees  
3 for each defense witness. As to every relevant consideration, this U.S. action is by  
4 far the more inconvenient forum.

5

6 **SPECIAL INTERROGATORY NO. 21:**

7 IDENTIFY the ownership of HOLTZBRINCK NETWORKS GmbH,  
8 including without limitation, PERSON'S names, amounts they contributed OR  
9 invested, AND their percent ownership OR control (including without limitation,  
10 Capital Contributions, Percent Interest, Equity Units, Non-equity Units, Voting  
11 Units) on a by-PERSON basis.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

13 Networks hereby incorporates by reference the general objections set forth  
14 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
15 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
16 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
17 over Networks, or it must identify material jurisdictional issues that are in dispute.  
18 Facebook has done neither. Networks further objects to this interrogatory on the  
19 grounds that the definition of "HOLTZBRINCK NETWORKS GmbH" is grossly  
20 overbroad. Networks further objects to this interrogatory on the grounds that the  
21 definition of "HOLTZBRINCK NETWORKS GmbH" includes Verlagsgruppe  
22 Georg Von Holtzbrinck GmbH, which has already been dismissed and is no longer  
23 a party to this action.

24

25 **SPECIAL INTERROGATORY NO. 22:**

26 IDENTIFY the location of YOUR offices, facilities, server/equipment  
27 locations.

28

1           **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

2           Networks hereby incorporates by reference the general objections set forth  
3 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over Networks, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. Networks further objects to this interrogatory on the  
8 grounds that the definition of "YOUR" is grossly overbroad. Networks further  
9 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
11 and is no longer a party to this action.

12           Notwithstanding the foregoing objections, and pursuant to agreements  
13 reached during the parties' "meet and confer," Networks responds as follows:

14           Networks has its main office and headquarters in Germany. It has no offices  
15 or facilities in California, nor does it have any telephone or facsimile listings or  
16 mailing addresses in California.

17           **SPECIAL INTERROGATORY NO. 23:**

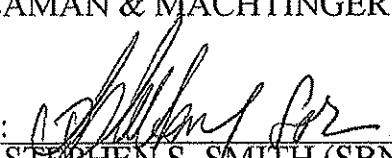
18           IDENTIFY ALL universities, colleges AND institutes of higher learning  
19 located in California at which STUDIVZ provides OR provided services including  
20 without limitation, access to the www.studivz.net website, the www.meinvz.net  
21 website, the www.studiqg.fr website, the www.studiln.it website, the  
22 www.estudiln.net website, the www.studentix.pl website AND the  
23 www.schuelervz.net website, including without limitation University of California  
24 (all campuses), California State University (all campuses), as well as the USERS  
25 OF STUDIVZ using email domains (*e.g.*, name@stanford.edu) from those  
26 universities, colleges, high schools AND institutes of higher learning.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

2 Networks hereby incorporates by reference the general objections set forth  
3 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over Networks, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. Networks further objects to this interrogatory on the  
8 grounds that "STUDIVZ" is undefined. Networks further objects to this  
9 interrogatory on the grounds that it is compound and exceeds Facebook's 30  
10 allowed interrogatories. Networks further objects to this interrogatory on the  
11 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
12 burdensome and harassing. Networks further objects to this interrogatory on the  
13 grounds that it seeks information that is not relevant nor reasonably calculated to  
14 lead to the discovery of admissible evidence. Networks further objects to the  
15 interrogatory on the grounds that it infringes upon the users' privacy rights.  
16 Networks further objects to this interrogatory on the grounds that it seeks  
17 information about StudiVZ, not Networks.

18 DATED: December 24, 2008

19 GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP

20 By: 

21 STEPHEN S. SMITH (SBN 166539)  
22 Attorneys for Defendants StudiVZ  
23 Ltd., Holtzbrinck Networks GmbH,  
and Holtzbrinck Ventures GmbH

## VERIFICATION

I, Martin Weber, declare as follows:

I have read the foregoing "HOLTZBRINCK NETWORKS GmbH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES" and know the contents therein. I am a managing director of Holtzbrinck Networks GmbH. The matters stated therein are either true of my own knowledge or I am informed and believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Stuttgart, Germany on December 24th, 2008.

Martin Weber

**GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP**  
1980 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4530

**PROOF OF SERVICE**  
CCP §1011, CCP §1013a(3)

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the county of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, Suite 2100, Los Angeles, California 90067-4590.

On December 24, 2008, I served the foregoing document described as HOLTZBRINCK NETWORKS GMBH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES on the interested parties in this action.

- by placing  the original  a true copy thereof enclosed in sealed envelopes addressed as follows:

Thomas Gray, Esq. (**ORIGINAL**)  
Orrick, Herrington & Sutcliffe LLP  
4 Park Plaza, Suite 1600  
Irvine, CA 92614-2558

Attorneys for Plaintiff Facebook, Inc.

Gary E. Weiss, Esq. (**COPY**)  
gweiss@orrick.com  
Orrick, Herrington & Sutcliffe LLP  
1000 Marsh Road  
Menlo Park, CA 94025

**BOTH BY E-MAIL AND U.S. MAIL:**

- As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. A true and correct copy of the document was also e-mailed to Thomas Gray, Esq., tgray@orrick.com, and to Gary E. Weiss, Esq. at gweiss@orrick.com.

Executed on December 24, 2008, at Los Angeles, California.

**BY PERSONAL SERVICE:**

- I delivered such envelope by hand to the offices of the addressee.

Executed on \_\_\_\_\_, at Los Angeles, California.

- (Fed) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Nancy L. Luis

Nancy S. Lewis  
SIGNATURE

SIGNATURE

**PROOF OF SERVICE**

1 STEPHEN S. SMITH (SBN 166539)  
2 SSmith@GreenbergGlusker.com  
3 WILLIAM M. WALKER (SBN 145559)  
4 WWalker@GreenbergGlusker.com  
5 AARON J. MOSS (SBN 190625)  
6 AMoss@GreenbergGlusker.com  
7 GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590  
Telephone: 310.553.3610  
Fax: 310.553.0687

7 Attorneys for Defendants  
8 StudiVZ Ltd., Holtzbrinck Networks GmbH,  
and Holtzbrinck Ventures GmbH  
9

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN JOSE DIVISION

13  
14 FACEBOOK, INC.,  
15 Plaintiff,  
16 v.  
17 STUDIVZ LTD., HOLTZBRINCK  
18 NETWORKS GmbH,  
HOLTZBRINCK VENTURES  
GmbH, and DOES 1-25,  
19 Defendants.  
20  
21

Case No. 5:08-CV-03468 JF  
Assigned To: Honorable Jeremy Fogel

**HOLTZBRINCK VENTURES  
GmbH'S SUPPLEMENTAL  
RESPONSES TO FACEBOOK,  
INC.'S FIRST SET OF SPECIAL  
INTERROGATORIES**

22  
23 Complaint Filed: July 18, 2008  
24  
25  
26  
27  
28

PROPOUNDING PARTY: FACEBOOK, INC.  
RESPONDING PARTY: HOLTZBRINCK VENTURES GmbH  
SET NUMBER: ONE

1                   I.     GENERAL OBJECTIONS

2                   A.     Holtzbrinck Ventures GmbH (“Ventures”) objects to the Special  
3     Interrogatories (“Interrogatories”) on the grounds that Facebook seeks the right to  
4     use evidence obtained in this action in the action pending between Facebook and  
5     StudiVZ in Germany (the “German Action”). It is improper under established law  
6     to use this lawsuit or this Court as vehicles to obtain discovery for use in a foreign  
7     case when that evidence is located outside the United States, as it is here. It is also  
8     inconsistent with the District Court’s form protective order.

9  
10                  B.     Ventures objects to the Interrogatories on the grounds that they seek  
11     discovery that is not reasonably related to pertinent disputed personal jurisdictional  
12     or *forum non conveniens* issues, which is improper given that there are currently  
13     pending motions to dismiss all defendants for lack of personal jurisdiction and  
14     *forum non conveniens*.

15  
16                  C.     Networks objects to the Interrogatories to the extent that they would  
17     require violation of the privacy rights of its employees and its customers as  
18     embodied in the German Constitution and the German Federal Data Protection Act  
19     (BDSG), the German Telecommunications Act (TKG), the German Tele Services  
20     Data Protection Act (TDDSG), the European Community Data Protection Directive  
21     95/46/EC, Data Protection Directive for Electronic Communication 2002/58/EC  
22     and the E-Commerce Directive 2000/31/EC.

23  
24                  D.     Ventures objects to the Interrogatories on the grounds that  
25     “HOLTZBRINCK VENTURES GmbH,” “YOU,” and “YOUR” is defined as  
26     “defendant Verlagsgruppe Georg Von Holtzbrinck GmbH and its directors, officers,  
27     parents, subsidiaries, predecessors, successors, assigns, agents, servants,  
28     employees, investigators, attorneys, AND ALL other persons and entities

1 representing it acting on its behalf, OR purporting to act on its behalf, including  
2 without limitation Ehassan Dariani and Dennis Bemman." Verlagsgruppe Georg  
3 Von Holtzbrinck GmbH has already been dismissed and is no longer a party to this  
4 action. Moreover, the definition is overbroad generally and is particularly so given  
5 that the discovery purports to relate to personal jurisdiction, since in establishing  
6 jurisdiction discovery must be directed only at the party over whom jurisdiction is  
7 being asserted.

8  
9       E. Ventures objects to the Interrogatories to the extent they seek  
10 information that is protected from disclosure by the attorney-client privilege, the  
11 attorney work product doctrine, the right of privacy and/or any other applicable  
12 privileges, doctrines, or immunity from disclosure.

13  
14       F. Ventures further objects to the Interrogatories to the extent they  
15 attempt or purport to impose obligations on Ventures beyond those set forth in the  
16 Federal Rules of Civil Procedure and the Hague Evidence Convention as  
17 interpreted and enforced under German law. All definitions and instructions will be  
18 treated as having no force or effect to the extent they purport to impose obligations  
19 on Ventures beyond those set forth in the Federal Rules of Civil Procedure and the  
20 Hague Evidence Convention as interpreted and enforced under German law.

21  
22 **SPECIAL INTERROGATORY NO. 1:**

23       Describe in detail AND IDENTIFY ALL contacts AND  
24 COMMUNICATIONS YOU have had with PERSONS (including without  
25 limitation, USERS OF STUDIVZ AND USERS OF FACEBOOK) currently OR  
26 formerly residing OR domiciled in California. In doing so, IDENTIFY the  
27 PERSONS contacted, the location AND time where any such contact OR event  
28 occurred, AND the subject matter of the contact OR COMMUNICATION.

1           **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

2           Ventures hereby incorporates by reference the general objections set forth  
3           above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
4           is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5           order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6           over Ventures, or it must identify material jurisdictional issues that are in dispute.  
7           Facebook has done neither. Ventures further objects to this interrogatory on the  
8           grounds that the definition of "YOU" is grossly overbroad. Ventures further  
9           objects to this interrogatory on the grounds that the definition of "YOU" includes  
10           Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
11           and is no longer a party to this action. Ventures further objects to this interrogatory  
12           on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
13           burdensome and harassing. Ventures further objects to this interrogatory on the  
14           grounds that it is compound. Ventures further objects to this interrogatory on the  
15           grounds that it seeks information that is not relevant nor reasonably calculated to  
16           lead to the discovery of admissible evidence. Ventures further objects to this  
17           interrogatory on the grounds that it is not limited to contacts or communications  
18           that occurred within the authorized course and scope of Ventures' business.

19           Notwithstanding the foregoing objections, and pursuant to agreements  
20           reached during the parties "meet and confer," Ventures responds as follows:

21           Ventures was not a party to any negotiated contracts with a known California  
22           resident or that contained an express California choice of law clause as of July 18,  
23           2008. Also, as of July 18, 2008, Ventures did not have any accounts receivable that  
24           were owed by a known California resident.

25           Also, as of July 18, 2008, Ventures did not have any accounts payable that  
26           were owed to a known California resident.

1           **SPECIAL INTERROGATORY NO. 2:**

2           Describe in detail AND IDENTIFY ALL contacts AND  
3           COMMUNICATIONS YOU have had with businesses (including without  
4           limitation, Internet search engines providers such as Google Inc. AND Yahoo!Inc.,  
5           server providers, advertising agencies, advertisers, Internet service providers,  
6           computer equipment providers, YOUR licensors AND licensees) currently OR  
7           formerly located, licensed, based, OR incorporated in California. In doing so,  
8           IDENTIFY the PERSONS contacted, the location AND time where any such  
9           contact OR event occurred, AND the subject matter of the contact OR  
10           COMMUNICATION.

11           **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

12           Ventures hereby incorporates by reference the general objections set forth  
13           above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
14           is not entitled to take discovery on personal jurisdiction as a matter of right. In  
15           order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
16           over Ventures, or it must identify material jurisdictional issues that are in dispute.  
17           Facebook has done neither. Ventures further objects to this interrogatory on the  
18           grounds that the definition of "YOU" is grossly overbroad. Ventures further  
19           objects to this interrogatory on the grounds that the definition of "YOU" includes  
20           Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
21           and is no longer a party to this action. Ventures further objects to this interrogatory  
22           on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
23           burdensome and harassing. Ventures further objects to this interrogatory on the  
24           grounds that it is compound. Ventures further objects to this interrogatory on the  
25           grounds that it seeks information that is not relevant nor reasonably calculated to  
26           lead to the discovery of admissible evidence. Ventures further objects to this  
27           interrogatory on the grounds that it is not limited to contacts or communications  
28           that occurred within the authorized course and scope of Ventures' business.

1           Notwithstanding the foregoing objections, and pursuant to agreements  
2 reached during the parties “meet and confer,” Ventures responds as follows:

3           Ventures was not a party to any negotiated contracts with a known California  
4 resident or that contained an express California choice of law clause as of July 18,  
5 2008. Also, as of July 18, 2008, Ventures did not have any accounts receivable that  
6 were owed by a known California resident.

7           Also, as of July 18, 2008, Ventures did not have any accounts payable that  
8 were owed to a known California resident.

9

10 **SPECIAL INTERROGATORY NO. 3:**

11           Describe in detail AND IDENTIFY ALL contacts AND  
12 COMMUNICATIONS YOU have had with universities AND colleges located in  
13 California, including without limitation, letters, emails, advertising materials,  
14 business solicitations, business contacts, telephonic conversations, facsimile  
15 transmissions. In doing so, IDENTIFY the PERSONS contacted, the location AND  
16 time where any such contact OR event occurred, AND the subject matter of the  
17 contact OR COMMUNICATION.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

19           Ventures hereby incorporates by reference the general objections set forth  
20 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
23 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
24 Facebook has done neither. Ventures further objects to this interrogatory on the  
25 grounds that the definition of “YOU” is grossly overbroad. Ventures further  
26 objects to this interrogatory on the grounds that the definition of “YOU” includes  
27 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
28 and is no longer a party to this action. Ventures further objects to this interrogatory

on the grounds that it is unlimited as to time, and is so overbroad as to be unduly burdensome and harassing. Ventures further objects to this interrogatory on the grounds that it is compound. Ventures further objects to this interrogatory on the grounds that it seeks information that is not relevant nor reasonably calculated to lead to the discovery of admissible evidence. Ventures further objects to this interrogatory on the grounds that it is not limited to contacts or communications that occurred within the authorized course and scope of Ventures' business.

Notwithstanding the foregoing objections, and pursuant to agreements reached during the parties "meet and confer," Ventures responds as follows:

Ventures has never directed any advertising or marketing materials specifically to students, colleges or universities located in California.

**SPECIAL INTERROGATORY NO. 4:**

Describe in detail AND IDENTIFY ALL of YOUR trips to California. In doing so, IDENTIFY the PERSONS contacted, the location AND time where any such contact OR event occurred, AND the subject matter of the contact OR COMMUNICATION.

**RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

Ventures hereby incorporates by reference the general objections set forth above. Ventures further objects to this interrogatory on the grounds that a plaintiff is not entitled to take discovery on personal jurisdiction as a matter of right. In order to do so, Facebook must either make a *prima facie* showing of jurisdiction over Ventures, or it must identify material jurisdictional issues that are in dispute. Facebook has done neither. Ventures further objects to this interrogatory on the grounds that the definition of "YOU" is grossly overbroad. Ventures further objects to this interrogatory on the grounds that the definition of "YOU" includes Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed and is no longer a party to this action. Ventures further objects to this interrogatory

on the grounds that it is unlimited as to time, and is so overbroad as to be unduly burdensome and harassing. Ventures further objects to this interrogatory on the grounds that it is compound. Ventures further objects to this interrogatory on the grounds that it seeks information that is not relevant nor reasonably calculated to lead to the discovery of admissible evidence. Ventures further objects to this interrogatory on the grounds that it is not limited to trips, contacts or communications that occurred within the authorized course and scope of Ventures' business.

Notwithstanding the foregoing objections, and pursuant to agreements reached during the parties "meet and confer," Ventures responds as follows:

From March 16-19, 2008, Mr. Martin Weber and Mr. Konstantin Urban made a trip to California in connection with the negotiations by Facebook to buy StudiVZ.

**SPECIAL INTERROGATORY NO. 5:**

IDENTIFY, on a monthly basis, how many USERS OF STUDIVZ have been registered at the www.studivz.net website, the www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website, the www.estudiln.net website, the www.studentix.pl website AND the www.schuelervz.net website since October 2005, AND how many of those USERS OF STUDIVZ are residents of, OR PERSONS domiciled in, California.

**RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

Ventures hereby incorporates by reference the general objections set forth above. Ventures further objects to this interrogatory on the grounds that a plaintiff is not entitled to take discovery on personal jurisdiction as a matter of right. In order to do so, Facebook must either make a *prima facie* showing of jurisdiction over Ventures, or it must identify material jurisdictional issues that are in dispute. Facebook has done neither. Ventures further objects to this interrogatory on the

1 grounds that "STUDIVZ" is undefined. Ventures further objects to this  
2 interrogatory on the grounds that it is overbroad as to time. Ventures further  
3 objects to this interrogatory on the grounds that it does not operate the websites.

4 **SPECIAL INTERROGATORY NO. 6:**

5 IDENTIFY the number AND amount of accounts receivable owed YOU by  
6 PERSONS that, OR who are, California residents OR PERSONS domiciled in  
7 California. In doing so, IDENTIFY the goods AND services for which the  
8 individual accounts receivable are owed.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

10 Ventures hereby incorporates by reference the general objections set forth  
11 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
12 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
13 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
14 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
15 Facebook has done neither. Ventures further objects to this interrogatory on the  
16 grounds that the definition of "YOU" is grossly overbroad. Ventures further  
17 objects to this interrogatory on the grounds that the definition of "YOU" includes  
18 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
19 and is no longer a party to this action. Ventures further objects to this interrogatory  
20 on the grounds that it is compound.

21 Notwithstanding the foregoing objections, and pursuant to agreements  
22 reached during the parties "meet and confer," Ventures responds as follows:

23 As of July 18, 2008, Ventures did not have any accounts receivable that were  
24 owed by a known California resident.

25  
26 **SPECIAL INTERROGATORY NO. 7:**

27 IDENTIFY ALL instances in which YOU have been in California, including  
28 without limitation, business trips OR recreational trips; living, residing OR

1       domiciling in California; AND flying OR driving to OR through California. In  
2       doing so, IDENTIFY the dates of ALL occurrences AND the length of the stay in  
3       California.

4       **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

5           Ventures hereby incorporates by reference the general objections set forth  
6       above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
7       is not entitled to take discovery on personal jurisdiction as a matter of right. In  
8       order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
9       over Ventures, or it must identify material jurisdictional issues that are in dispute.  
10      Facebook has done neither. Ventures further objects to this interrogatory on the  
11     grounds that the definition of "YOU" is grossly overbroad. Ventures further  
12     objects to this interrogatory on the grounds that the definition of "YOU" includes  
13     Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
14     and is no longer a party to this action. Ventures further objects to this interrogatory  
15     on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
16     burdensome and harassing. Ventures further objects to this interrogatory on the  
17     grounds that it is compound. Ventures further objects to this interrogatory on the  
18     grounds that it seeks information that is not relevant nor reasonably calculated to  
19     lead to the discovery of admissible evidence. Ventures further objects to this  
20     interrogatory on the grounds that it is not limited to instances that occurred within  
21     the authorized course and scope of Ventures' business.

22           Notwithstanding the foregoing objections, and pursuant to agreements  
23       reached during the parties "meet and confer," Ventures responds as follows:

24           From March 16-19, 2008, Mr. Martin Weber and Mr. Konstantin  
25       Urban made a trip to California in connection with the negotiations by Facebook to  
26       buy StudiVZ.

27  
28

1 **SPECIAL INTERROGATORY NO. 8:**

2 IDENTIFY ALL of YOUR current AND former personal OR real property  
3 currently OR previously located in California.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

5 Ventures hereby incorporates by reference the general objections set forth  
6 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
9 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
10 Facebook has done neither. Ventures further objects to this interrogatory on the  
11 grounds that the definition of "YOUR" is grossly overbroad. Ventures further  
12 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
13 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
14 and is no longer a party to this action. Ventures further objects to this interrogatory  
15 on the grounds that it seeks information that is not relevant nor reasonably  
16 calculated to lead to the discovery of admissible evidence.

17 Notwithstanding the foregoing objections, and pursuant to agreements  
18 reached during the parties "meet and confer," Ventures responds as follows:

19 As of July 18, 2008, Ventures owned no real or personal property located in  
20 California.

21  
22 **SPECIAL INTERROGATORY NO. 9:**

23 IDENTIFY ALL contracts AND agreements involving YOU in which  
24 California law governs AND/OR in which the parties to the contract OR agreement  
25 agreed as to the jurisdiction of California state courts AND/OR United States  
26 federal courts located in California.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

28 Ventures hereby incorporates by reference the general objections set forth

1 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
2 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
3 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
4 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
5 Facebook has done neither. Ventures further objects to this interrogatory on the  
6 grounds that the definition of "YOU" is grossly overbroad. Ventures further  
7 objects to this interrogatory on the grounds that the definition of "YOU" includes  
8 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
9 and is no longer a party to this action. Ventures further objects to this interrogatory  
10 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
11 burdensome and harassing. Ventures further objects to this interrogatory on the  
12 grounds that it seeks information that is not relevant nor reasonably calculated to  
13 lead to the discovery of admissible evidence.

14 Notwithstanding the foregoing objections, and pursuant to agreements  
15 reached during the parties "meet and confer," Ventures responds as follows:

16 Ventures was not a party to any negotiated contracts with a known California  
17 resident or that contained an express California choice of law clause as of July 18,  
18 2008.

19

20 **SPECIAL INTERROGATORY NO. 10:**

21 IDENTIFY occurrences when YOU AND/OR ANY PERSON on YOUR  
22 behalf, including without limitation, Ehssan Dariani and Dennis Bemman, accessed  
23 the website, www.facebook.com OR www.thefacebook.com, AND the purposes of  
24 each access, including without limitation, ANY COMMUNICATIONS that  
25 RELATE TO ANY of the occurrences AND IDENTIFY the USER OF  
26 FACEBOOK OR registrant accounts OR email addresses used to access the  
27 facebook.com website.

28

1           **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

2           Ventures hereby incorporates by reference the general objections set forth  
3 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. Ventures further objects to this interrogatory on the  
8 grounds that the definition of "YOU" is grossly overbroad. Ventures further  
9 objects to this interrogatory on the grounds that the definition of "YOU" includes  
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
11 and is no longer a party to this action. Ventures further objects to this interrogatory  
12 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
13 burdensome and harassing. Ventures further objects to this interrogatory on the  
14 grounds that it seeks information that is not relevant nor reasonably calculated to  
15 lead to the discovery of admissible evidence. Ventures further objects to this  
16 interrogatory on the grounds that it is not limited to access that occurred within the  
17 authorized course and scope of Ventures' business.

18

19           **SPECIAL INTERROGATORY NO. 11:**

20           IDENTIFY ALL of YOUR licenses OR registrations regarding the ability to  
21 do business in California.

22           **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

23           Ventures hereby incorporates by reference the general objections set forth  
24 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
25 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
26 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
27 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
28 Facebook has done neither. Ventures further objects to this interrogatory on the

1 grounds that the definition of "YOUR" is grossly overbroad. Ventures further  
2 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
3 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
4 and is no longer a party to this action.

5 Notwithstanding the foregoing objections, and pursuant to agreements  
6 reached during the parties "meet and confer," Ventures responds as follows:

7 As of July 18, 2008, Ventures did not have any license or registration to do  
8 business in California.  
9

10 **SPECIAL INTERROGATORY NO. 12:**

11 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its  
12 servers, facilities, officers, OR personnel were located in California.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

14 Ventures hereby incorporates by reference the general objections set forth  
15 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
16 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
17 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
18 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
19 Facebook has done neither. Ventures further objects to this interrogatory on the  
20 grounds that the definition of "YOU" is grossly overbroad. Ventures further  
21 objects to this interrogatory on the grounds that the definition of "YOU" includes  
22 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
23 and is no longer a party to this action.

24 Notwithstanding the foregoing objections, and pursuant to agreements  
25 reached during the parties "meet and confer," Ventures responds as follows:

26 Ventures knew by some time in 2007 that Facebook was located in  
27 California.  
28

1                   **SPECIAL INTERROGATORY NO. 13:**

2                   IDENTIFY the services provided through the www.studivz.net website, the  
3                   www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website,  
4                   the www.estudiln.net website, the www.studentix.pl website AND the  
5                   www.schuelervz.net website to USERS OF STUDIVZ, including without  
6                   limitation, how the services are provided.

7                   **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

8                   Ventures hereby incorporates by reference the general objections set forth  
9                   above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
10                  is not entitled to take discovery on personal jurisdiction as a matter of right. In  
11                  order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
12                  over Ventures, or it must identify material jurisdictional issues that are in dispute.  
13                  Facebook has done neither. Ventures further objects to this interrogatory on the  
14                  grounds that it is so overbroad as to be unduly burdensome and harassing.  
15                  Ventures further objects to this interrogatory on the grounds that it seeks  
16                  information that is not relevant nor reasonably calculated to lead to the discovery of  
17                  admissible evidence. Ventures further objects to this interrogatory on the grounds  
18                  that it does not operate the websites.

19                   **SPECIAL INTERROGATORY NO. 14:**

20                  IDENTIFY ALL USERS OF FACEBOOK employed by OR formerly  
21                  employed by YOU, including without limitation, any PERSONS who are OR were  
22                  full-time or part-time employees, independent contractors or agents of YOU, AND  
23                  their respective email addresses.

24                   **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

25                  Ventures hereby incorporates by reference the general objections set forth  
26                  above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
27                  is not entitled to take discovery on personal jurisdiction as a matter of right. In

order to do so, Facebook must either make a *prima facie* showing of jurisdiction over Ventures, or it must identify material jurisdictional issues that are in dispute. Facebook has done neither. Ventures further objects to this interrogatory on the grounds that the definition of "YOU" is grossly overbroad. Ventures further objects to this interrogatory on the grounds that the definition of "YOU" includes Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed and is no longer a party to this action. Ventures further objects to this interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to be unduly burdensome and harassing. Ventures further objects to this interrogatory on the grounds that it seeks information that is not relevant nor reasonably calculated to lead to the discovery of admissible evidence.

**SPECIAL INTERROGATORY NO. 15:**

IDENTIFY ALL PERSONS responsible in any manner for the design, programming and maintenance of the [www.studivz.net](http://www.studivz.net) website, including without limitation the location of the PERSON, job descriptions, authorities, dates in these positions, duties, AND responsibilities.

**RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

Ventures hereby incorporates by reference the general objections set forth above. Ventures further objects to this interrogatory on the grounds that a plaintiff is not entitled to take discovery on personal jurisdiction as a matter of right. In order to do so, Facebook must either make a *prima facie* showing of jurisdiction over Ventures, or it must identify material jurisdictional issues that are in dispute. Facebook has done neither. Ventures further objects to this interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to be unduly burdensome and harassing. Ventures further objects to this interrogatory on the grounds that it seeks information that is not relevant nor reasonably calculated to lead to the discovery of admissible evidence. Ventures further objects to this

1 interrogatory on the grounds that it does not design, program, maintain or operate  
2 the websites.

3 **SPECIAL INTERROGATORY NO. 16:**

4 IDENTIFY ALL PERSONS responsible in any manner for the design,  
5 programming and maintenance of the www.studivz.net website, the  
6 www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website,  
7 the www.estudiln.net website, the www.studentix.pl website AND the  
8 www.schuelervz.net website, including without limitation, the location of the  
9 PERSON, job descriptions, authorities, dates in these positions, duties, AND  
10 responsibilities.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

12 Ventures hereby incorporates by reference the general objections set forth  
13 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
14 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
15 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
16 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
17 Facebook has done neither. Ventures further objects to this interrogatory on the  
18 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
19 burdensome and harassing. Ventures further objects to this interrogatory on the  
20 grounds that it seeks information that is not relevant nor reasonably calculated to  
21 lead to the discovery of admissible evidence. Ventures further objects to this  
22 interrogatory on the grounds that it does not design, program, maintain or operate  
23 the websites.

24  
25 **SPECIAL INTERROGATORY NO. 17:**

26 IDENTIFY current AND former directors, officers, employees, AND agents  
27 of STUDIVZ, including without limitation, dates in these positions, duties, job  
28 descriptions, authorities, AND responsibilities.

1           **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

2           Ventures hereby incorporates by reference the general objections set forth  
3           above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
4           is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5           order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6           over Ventures, or it must identify material jurisdictional issues that are in dispute.  
7           Facebook has done neither. Ventures further objects to this interrogatory on the  
8           grounds that the definition of "STUDIVZ" is grossly overbroad. Ventures further  
9           objects to this interrogatory on the grounds that it is unlimited as to time, and is so  
10           overbroad as to be unduly burdensome and harassing. Ventures further objects to  
11           this interrogatory on the grounds that it seeks information that is not relevant nor  
12           reasonably calculated to lead to the discovery of admissible evidence.

13           Notwithstanding the foregoing objections, and pursuant to agreements  
14           reached during the parties "meet and confer," Ventures responds as follows:

15           The current directors of StudiVZ are as follows: the Managing Directors are  
16           Clemens Riedl, Michael Brehm and Dennis Bemann, and the Non-Executive  
17           Directors Konstantin Urban, Michael Weber and Claas van Delden.

18           **SPECIAL INTERROGATORY NO. 18:**

19           IDENTIFY ALL of YOUR advertising, promotions, AND marketing  
20           activities directed, at least in part, at California residents.

21           **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

22           Ventures hereby incorporates by reference the general objections set forth  
23           above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
24           is not entitled to take discovery on personal jurisdiction as a matter of right. In  
25           order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
26           over Ventures, or it must identify material jurisdictional issues that are in dispute.  
27           Facebook has done neither. Ventures further objects to this interrogatory on the

1 grounds that the definition of "YOUR" is grossly overbroad. Ventures further  
2 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
3 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
4 and is no longer a party to this action. Ventures further objects to this interrogatory  
5 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
6 burdensome and harassing. Ventures further objects to this interrogatory on the  
7 grounds that it seeks information that is not relevant nor reasonably calculated to  
8 lead to the discovery of admissible evidence. Ventures further objects to this  
9 interrogatory on the grounds that it is not limited to activities that occurred within  
10 the authorized course and scope of Ventures' business.

11 Notwithstanding the foregoing objections, and pursuant to agreements  
12 reached during the parties "meet and confer," Ventures responds as follows:

13 Ventures has never directed any advertisements or other marketing materials  
14 specifically to students, colleges or universities located in California or other people  
15 who reside in California.  
16  
17

18 **SPECIAL INTERROGATORY NO. 19:**

19 IDENTIFY ALL of YOUR business relationships with, OR financial  
20 interests in, businesses currently OR formerly incorporated, licensed, located,  
21 based, OR with facilities OR offices located in California, including without  
22 limitation, the nature of each relationship, the IDENTIFY of each business, AND  
23 whether each business is incorporated, licensed, located, based OR has facilities OR  
24 offices located in California.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

26 Ventures hereby incorporates by reference the general objections set forth  
27 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
28 is not entitled to take discovery on personal jurisdiction as a matter of right. In

order to do so, Facebook must either make a *prima facie* showing of jurisdiction over Ventures, or it must identify material jurisdictional issues that are in dispute. Facebook has done neither. Ventures further objects to this interrogatory on the grounds that the definition of "YOUR" is grossly overbroad. Ventures further objects to this interrogatory on the grounds that the definition of "YOUR" includes Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed and is no longer a party to this action. Ventures further objects to this interrogatory on the grounds that it is vague and ambiguous as to the term "business relationships." Ventures further objects to this interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to be unduly burdensome and harassing. Ventures further objects to this interrogatory on the grounds that it seeks information that is not relevant nor reasonably calculated to lead to the discovery of admissible evidence. Ventures further objects to this interrogatory on the grounds that it is not limited to activities that occurred within the authorized course and scope of Ventures' business.

**SPECIAL INTERROGATORY NO. 20:**

IDENTIFY ALL reasons why defending this lawsuit in California would burden YOU.

**RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

Ventures hereby incorporates by reference the general objections set forth above. Ventures further objects to this interrogatory on the grounds that a plaintiff is not entitled to take discovery on personal jurisdiction as a matter of right. In order to do so, Facebook must either make a *prima facie* showing of jurisdiction over Ventures, or it must identify material jurisdictional issues that are in dispute. Facebook has done neither. Ventures further objects to this interrogatory on the grounds that the definition of "YOU" is grossly overbroad. Ventures further objects to this interrogatory on the grounds that the definition of "YOU" includes

1 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
2 and is no longer a party to this action.

3 Notwithstanding the foregoing objections, and pursuant to agreements  
4 reached during the parties "meet and confer," Ventures responds as follows:

5 Ventures is a limited liability company (Gesellschaft mit beschränkter  
6 Haftung (GmbH)) organized under German law. It functions as a "holding  
7 company," whose corporate purpose is to administer its assets (principally media-  
8 related companies) for financial purposes.

9 Ventures owns an 15% equity interest in defendant StudiVZ. Ventures first  
10 became an equity holder of StudiVZ in August 2006. Ventures is not qualified to  
11 do business in California. It does not have any officers, directors, employees or  
12 independent contractors based in California. It does not have a California agent for  
13 service of process. It does not direct any advertising toward California residents.

14 Ventures has offices in Germany, but no offices or facilities in California, nor  
15 does it have any telephone or facsimile listings or mailing addresses in California.

16 Ventures does not maintain any books or records in California. It has no  
17 bank accounts or tangible personal or real property in California. It has no sales in  
18 California, has had no California income and has not paid any California income  
19 tax.

20 None of Ventures' officers, directors or employees reside or are domiciled in  
21 California. No meetings of Ventures' management boards or equity holders have  
22 been held in California.

23 While Ventures and Holtzbrinck Networks GmbH ("Networks") monitor  
24 StudiVZ's financial performance (as they would any investment), they do not  
25 exercise any type of day-to-day control over StudiVZ – either operational control or  
26 control over strategic decisions. The two managing directors of Networks and  
27 Ventures, Konstantin Urban and Martin Weber, are also company directors of  
28

1 StudiVZ. However, they merely function in a supervisory capacity, not as officers  
2 who are responsible for the day-to-day activities of StudiVZ.

3 StudiVZ has its own management team, offices and bank accounts, and is  
4 separately (and sufficiently) capitalized on its own and apart from Ventures and  
5 Networks. StudiVZ also does not act as a general agent of either Networks or  
6 Ventures. Networks and Ventures simply hold shares in StudiVZ as an investment.  
7 StudiVZ is only one of many media-related assets held as an investment by  
8 Networks and Ventures.

9 All of Ventures' and Networks' employees, officers and directors reside in  
10 Germany and speak German (or, in a few cases, another European language other  
11 than English) as their native language, and all speak German as their every-day  
12 language. Ventures and Networks perform their business almost exclusively in the  
13 German language. As a result, almost all of Ventures' and Networks' business  
14 documents are located in Germany and are written in the German language (and  
15 would have to be translated, at huge expense).

16 Further, this action arises out of the alleged actions of StudiVZ. StudiVZ's  
17 operations are located in Germany, and its single office and headquarters are in  
18 Berlin, Germany. The first of the StudiVZ websites, studivz.net, was formed in  
19 Berlin, Germany in 2005 by two young German citizens. Its target group was, and  
20 remains, university students in Germany, Austria and Switzerland. StudiVZ. has  
21 never at any time engaged in any type of marketing or advertising in, or that is  
22 directed to, the United States or other English speaking countries in general or to  
23 California in particular. None of StudiVZ's websites target either users in the  
24 United States in general or California in particular. None of the StudiVZ-branded  
25 websites is available in English. StudiVZ has also formed, in Germany, the social  
26 networking site "SchuelerVZ." This site, at schuelervz.net, targets pupils and  
27 teenagers before they begin attending a university, and focuses solely on Germany.  
28 SchuelerVZ has also never engaged in any marketing or advertising in, or that is

1 directed to, either the United States in general or California in particular.  
2 SchuelerVZ is also not available in English.

3 In 2008, StudiVZ launched its third social networking site, MeinVZ, at  
4 meinvz.net. MeinVZ is a social networking site for adults, including those who  
5 have graduated from a university. MeinVZ has also never engaged in  
6 any marketing or advertising in, or that is directed to, either the United States in  
7 general or California in particular. All but one of MeinVZ's sites are in non-  
8 English languages. The one English language site was launched in February 2008  
9 and represents less than 1% of MeinVZ's total user traffic. That site was created in  
10 order to provide a platform for users who speak different, non-English languages to  
11 network with each other using a secondary language that is commonly understood  
12 between them. Because English is the most commonly understood, non-native  
13 language in continental Europe, it serves as a "lingua franca" for people of diverse  
14 speech. The English-language site was not created to attract native English  
15 speakers, let alone Americans or Californians. The English used is British English,  
16 not American English, and the consultant who was hired to translate MeinVZ's  
17 German site into English is a British citizen living in Berlin.

18 Like most other internet sites on the "World Wide Web," the StudiVZ  
19 Websites may be accessed by California residents, just as they may be accessed by  
20 residents of Iceland, New Zealand or Japan. But the sites are not directed at or  
21 marketed to North America, let alone California.

22 As of October 22, 2008, there were a total of 11,768,965 current users of all  
23 of the StudiVZ Websites. Only 11,013 of those users, or *less than a tenth of one*  
24 *percent* (0.094%), have identified themselves as being affiliated with California or a  
25 California-located university. Specifically, out of the 5,534,300 registered users of  
26 the StudiVZ- branded sites, only 9,144 – 0.1652% – have identified themselves as  
27 affiliated with universities located in California. Out of the 4,443,708 registered  
28 users of the SchuelerVZ-branded sites, only 122 – 0.0027% – identify themselves

1 as being located in California. Out of the 1,790,957 registered users of the  
2 MeinVZ-branded sites, only 1,747 – 0.098% – identify themselves as being located  
3 in California.

4           StudiVZ does not direct its activities to California residents. It is not  
5 registered or qualified to do business in California. It does not have any officers,  
6 directors, employees or independent contractors based in California. It does not  
7 have a California agent for service of process.

8           StudiVZ has a single office in Berlin, Germany. It has no offices or facilities  
9 in California, nor does it have any telephone or facsimile listings or mailing  
10 addresses in California.

11           None of StudiVZ's officers, directors or employees reside or are domiciled in  
12 California. No meetings of its management board or equity holders have been held  
13 in California.

14           StudiVZ does not maintain any books or records in California. It has no  
15 bank accounts or other tangible personal or real property in California. It has no  
16 sales in California, has had no California income and has not paid any California  
17 income taxes.

18           Germany is an adequate, available alternative forum and, indeed, is a much  
19 better forum than California. Most obviously, all of the conduct allegedly engaged  
20 in by StudiVZ was engaged in from Germany, by German residents. Those actors  
21 communicated predominantly in German. German is their native language and all  
22 of the written documents related to this action are in German.

23           Facebook has known since June 2006 that German law recognizes and  
24 provides remedies for its claims. Facebook's German counsel researched the law  
25 applicable to Facebook's claims and then, on June 8, 2006, sent a demand letter in  
26 German asserting claims exclusively under German law to StudiVZ in Germany.  
27 Then, again, on January 3, 2007, Facebook's German lawyers sent another demand  
28 letter in German to StudiVZ in Germany, again raising claims exclusively under

1 German law.

2 Because those letters threatened litigation, including injunctive relief,  
3 StudiVZ filed “Schutzschriften” (precautionary defense/opposition briefs, evidence  
4 and offers of proof) in the district courts of Berlin and Hamburg on June 21, 2006  
5 in response to Facebook’s June 8, 2006 demand letter, and on January 12, 2007 in  
6 the district courts of Berlin, Hamburg and Stuttgart in response to Facebook’s  
7 January 3, 2007 demand letter. The “Schutzschriften” are essentially oppositions to  
8 potential/anticipated complaints and motions seeking injunctive relief, and include  
9 evidence, and offers of additional proof such as the testimony of specific witnesses.  
10 The Schutzschriften are only “triggered”, however, if the plaintiff actually initiates  
11 actions in German court seeking such relief. Although Facebook did not initiate  
12 any such actions at the time, the Schutzschriften/oppositions to the motions that  
13 Facebook threatened to file were formally filed in court in Germany long ago.

14 The claims raised by Facebook’s German lawyers in the June 8, 2006 and  
15 January 3, 2007 demand letters were raised pursuant to German law, but were based  
16 on the same facts that Facebook now alleges give rise to the claims raised in the  
17 instant lawsuit – that StudiVZ committed wrongs by copying the look and feel of  
18 Facebook’s website.

19 After Ventures and Networks became equity holders in StudiVZ in August  
20 2006 and October 2007, Facebook sought to negotiate to purchase Ventures’ and  
21 Networks’ ownership interests in StudiVZ. Those negotiations took place in the  
22 Spring of 2008.

23 Just after those negotiations broke down, on July 9, 2008, Facebook wrote a  
24 demand letter to Networks and Ventures, threatening to sue based on the exact  
25 same types of claims that Facebook had raised in *Germany* in June 2006 and  
26 January 2007.

27 Because Germany is clearly the more appropriate forum for the resolutions of  
28 such disputes, on July 18, 2008, StudiVZ filed a declaratory relief action against

1 Facebook in Stuttgart, Germany (the "Stuttgart Action"). In the Stuttgart Action,  
2 StudiVZ seeks a declaratory judgment that it has not engaged in the wrongful  
3 conduct alleged by Facebook in its three prior demand letters. On that same day,  
4 Facebook filed the present action, alleging the same claims that it asserted in June  
5 2006, January 2007 and July 2008.

6 Germany is the principal if not exclusive location of the acts alleged by  
7 Facebook in its complaint. The conduct allegedly engaged in by StudiVZ is  
8 alleged to have taken place in Germany and Europe. Facebook affirmatively  
9 alleges that the harm it has supposedly suffered has been suffered in Germany and  
10 other parts of Europe. All of the people who could have possibly engaged in the  
11 conduct alleged by Facebook are located in Germany. Those witnesses speak  
12 German as their native language. Most would require translators to testify in a  
13 United States legal proceeding. Nearly all of the documents related to the claims  
14 alleged by Facebook are located in Germany. The vast majority of those  
15 documents are written in the German language, thus requiring huge translation  
16 costs to be used in a United States legal proceeding.

17 Facebook has appeared in the Stuttgart Action. The first trial hearing in the  
18 German Action took place on December 16, 2008.

19 At the same time that Facebook filed its response in the Stuttgart Action it  
20 also initiated its own, affirmative action against StudiVZ in Cologne, Germany (the  
21 "Cologne Action"). The complaint in the Cologne Action includes within it all of  
22 the facts alleged in this U.S. action, plus additional facts related to Facebook's  
23 claims. Although the law cited is different than in this action (i.e., German law  
24 instead of U.S. law), the acts and injuries complained of are the same.

25 The Cologne action was expressly incorporated into Facebook's response in  
26 the Stuttgart action. Thus, there are now pending in Germany two separate actions  
27 that encompass within them everything that is alleged in the instant action, plus  
28 additional alleged facts and injuries. The German courts are fully empowered to

1 decide the issues alleged in those two German actions under German law and  
2 United States and California law. Given that 99% of the conduct alleged and harm  
3 allegedly suffered took place in Germany, that all of the alleged bad actors are  
4 residents of Germany, that all of the documents in the allegedly bad actor's  
5 possessions are located in Germany and are written in German, it makes much more  
6 sense and would be much more convenient for everyone involved to have all issues  
7 in dispute litigated in Germany than in California or the United States.

8 It is also the case that personal jurisdiction cannot be maintained over  
9 StudiVZ (and the other defendants) in the United States, whereas there is no dispute  
10 that all parties are subject to personal jurisdiction in Germany.

11 Finally, the parties should not be forced to litigate the exact same dispute and  
12 issues in two different, parallel proceedings at the same time. It is terribly  
13 inefficient and expensive, wastes judicial resources and leads to the distinct  
14 possibility of conflicting orders, judgments, etc. Ventures must retain two sets of  
15 lawyers -- one in the United States and one in Germany. It must pay for the  
16 translation of all its documents, either by literally translating them or by spending a  
17 tremendous amount of billable time explaining what each document means to its  
18 American, non-German-speaking counsel. The depositions of the defense  
19 witnesses will all take place in Germany, necessitating huge amounts of travel  
20 expenses and travel time billed by the lawyers. The depositions will take longer  
21 than would otherwise be necessary because of the need for interpreters whenever  
22 the witness is unable to testify in English, which will be the case to varying degrees  
23 for each defense witness. As to every relevant consideration, this U.S. action is by  
24 far the more inconvenient forum.

25

26 **SPECIAL INTERROGATORY NO. 21:**

27 IDENTIFY the ownership of HOLTZBRINCK VENTURES GmbH,  
28 including without limitation, PERSON'S names, amounts they contributed OR

1 invested, AND their percent ownership OR control (including without limitation,  
2 Capital Contributions, Percent Interest, Equity Units, Non-equity Units, Voting  
3 Units) on a by-PERSON basis.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

5 Ventures hereby incorporates by reference the general objections set forth  
6 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
9 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
10 Facebook has done neither. Ventures further objects to this interrogatory on the  
11 grounds that the definition of "HOLTZBRINCK VENTURES GmbH" is grossly  
12 overbroad. Ventures further objects to this interrogatory on the grounds that the  
13 definition of "HOLTZBRINCK VENTURES GmbH" includes Verlagsgruppe  
14 Georg Von Holtzbrinck GmbH, which has already been dismissed and is no longer  
15 a party to this action.

16

17 **SPECIAL INTERROGATORY NO. 22:**

18 IDENTIFY the location of YOUR offices, facilities, server/equipment  
19 locations.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

21 Ventures hereby incorporates by reference the general objections set forth  
22 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
23 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
24 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
25 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
26 Facebook has done neither. Ventures further objects to this interrogatory on the  
27 grounds that the definition of "YOUR" is grossly overbroad. Ventures further  
28 objects to this interrogatory on the grounds that the definition of "YOUR" includes

1 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
2 and is no longer a party to this action.

3 Notwithstanding the foregoing objections, and pursuant to agreements  
4 reached during the parties "meet and confer," Ventures responds as follows:

5 Ventures has main office and headquarters in Germany. It has no offices or  
6 facilities in California, nor does it have any telephone or facsimile listings or  
7 mailing addresses in California.

8

9 **SPECIAL INTERROGATORY NO. 23:**

10 IDENTIFY ALL universities, colleges AND institutes of higher learning  
11 located in California at which STUDIVZ provides OR provided services including  
12 without limitation, access to the [www.studivz.net](http://www.studivz.net) website, the [www.meinvz.net](http://www.meinvz.net)  
13 website, the [www.studiqg.fr](http://www.studiqg.fr) website, the [www.studiln.it](http://www.studiln.it) website, the  
14 [www.estudiln.net](http://www.estudiln.net) website, the [www.studentix.pl](http://www.studentix.pl) website AND the  
15 [www.schuelervz.net](http://www.schuelervz.net) website, including without limitation University of California  
16 (all campuses), California State University (all campuses), as well as the USERS  
17 OF STUDIVZ using email domains (e.g., [name@stanford.edu](mailto:name@stanford.edu)) from those  
18 universities, colleges, high schools AND institutes of higher learning.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

20 Ventures hereby incorporates by reference the general objections set forth  
21 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
22 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
23 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
24 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
25 Facebook has done neither. Ventures further objects to this interrogatory on the  
26 grounds that "STUDIVZ" is undefined. Ventures further objects to this  
27 interrogatory on the grounds that it is compound and exceeds Facebook's 30  
28 allowed interrogatories. Ventures further objects to this interrogatory on the

1 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
2 burdensome and harassing. Ventures further objects to this interrogatory on the  
3 grounds that it seeks information that is not relevant nor reasonably calculated to  
4 lead to the discovery of admissible evidence. Ventures further objects to the  
5 interrogatory on the grounds that it infringes upon the users' privacy rights.  
6 Ventures further objects to this interrogatory on the grounds that it seeks  
7 information about StudiVZ, not Ventures.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

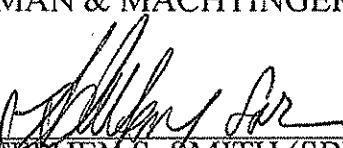
27

28

DATED: December 24, 2008

GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP

By:

  
STEPHEN S. SMITH (SBN 166539)  
Attorneys for Defendants StudiVZ  
Ltd., Holtzbrinck Networks GmbH,  
and Holtzbrinck Ventures GmbH

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  

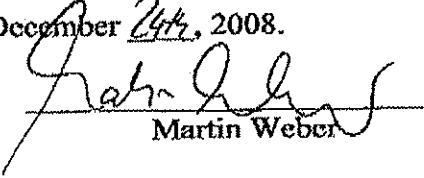
## VERIFICATION

I, Martin Weber, declare as follows:

I have read the foregoing "HOLTZBRINCK VENTURES GmbH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES" and know the contents therein. I am a managing director of Holtzbrinck Ventures GmbH. The matters stated therein are either true of my own knowledge or I am informed and believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Stuttgart, Germany on December 24<sup>th</sup>, 2008.

  
Martin Weber

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

**PROOF OF SERVICE**  
CCP §1011, CCP §1013a(3)

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the county of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, Suite 2100, Los Angeles, California 90067-4590.

On December 24, 2008, I served the foregoing document described as HOLTZBRINCK VENTURES GMBH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES on the interested parties in this action

- by placing  the original  a true copy thereof enclosed in sealed envelopes addressed as follows:

Thomas Gray, Esq. (**ORIGINAL**)  
Orrick, Herrington & Sutcliffe LLP  
4 Park Plaza, Suite 1600  
Irvine, CA 92614-2558

Attorneys for Plaintiff Facebook, Inc.

Gary E. Weiss, Esq. (**COPY**)  
gweiss@orrick.com  
Orrick, Herrington & Sutcliffe LLP  
1000 Marsh Road  
Menlo Park, CA 94025

**BOTH BY E-MAIL AND U.S. MAIL:**

- As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. A true and correct copy of the document was also e-mailed to Thomas Gray, Esq., tgray@orrick.com, and to Gary E. Weiss, Esq. at gweiss@orrick.com.

Executed on December 24, 2008, at Los Angeles, California.

**BY PERSONAL SERVICE:**

- I delivered such envelope by hand to the offices of the addressee.

- (Fed) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made:

Nancy L. Luis

Nancy L. Davis  
SIGNATURE

**SIGNATURE**

**PROOF OF SERVICE**